

ENGINEERING CHECKING AND INSPECTION AGREEMENT

WHEREAS, _____ of the County of San Luis Obispo, State of California, hereinafter referred to as "Applicant," has applied for, and received, preliminary approval of _____ (hereinafter "Project") from San Luis Obispo County, a political subdivision of the State of California, hereinafter referred to as "County";

NOW, THEREFORE, THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the Applicant and the County;

WITNESSETH:

1. The Applicant shall reimburse the County for the cost of checking of the subdivision map, the Project improvement plans, and the cost of inspection of any such improvements by the San Luis Obispo County Department of Public Works. For all services rendered by County personnel, or its consultants, the Applicant shall be charged and pay to the County the actual cost. The County shall invoice the Applicant for such plan checking and/or inspection costs, if any; and amounts unpaid thirty (30) days from the date of the County's invoice shall bear interest at the rate of 1½% per month beginning thirty (30) days after the date of said invoice.

2. Permission is hereby granted to the County, or its authorized agent, to enter upon the land which is the subject of the Project for the purpose of inspection of any and/or all work to be done under the agreement.

3. The Applicant shall employ an engineer of work to provide inspection during the course of construction, to certify to the County Department of Public Works that the improvements were installed in accordance with approved plans, and to submit as-built plans to the County Department of Public Works. If the engineer of work is other than the designing engineer or is replaced during the course of construction, the County Department of Public Works shall be notified in writing; and each such engineer of work shall certify as to their respective involvement. The County Department of Public Works may make such additional inspections as is deemed necessary and shall be available to review field conditions and/or proposed changes with the engineer of work.

4. It is understood and agreed by and between the Parties hereto that this agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this agreement.

5. The Applicant shall defend, indemnify and save harmless the San Luis Obispo County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Applicant or of agents, employees or independent contractors directly responsible to the Applicant, providing further that the foregoing shall apply to any wrongful acts, or any actively

or passively negligent acts or omissions to act, committed jointly or concurrently by the Applicant, the Applicant's agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Applicant to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

IN WITNESS WHEREOF the Applicant has hereunto set his hand and the County has caused these presents to be signed and its corporate seal hereto affixed by its duly sworn and authorized officers the day and year first hereinabove written.

Applicant

COUNTY OF SAN LUIS OBISPO
NOEL KING, Director of Public Works

By: _____
RICHARD MARSHALL,
Development Services Engineer

BILLING ADDRESS:

Name

Street and P.O. Box

City State Zip

Phone Number (8:00 a.m.-5:00 p.m.)